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12 Attorneys for Plaintiff

13 **IN THE UNITED STATES BANKRUPTCY COURT**
14 **FOR THE EASTERN DISTRICT OF VIRGINIA**
15 **RICHMOND DIVISION**

16 In re:
17 Circuit City Stores, Inc., *et al.*,
18 Debtors.

Chapter 11

Case No. 08-35653 (KRH)

DECLARATION OF JOSEPH SKAF

Date: March 25, 2010
Time: 2:30 p.m. ET
Room: 5000
Hon. Kevin Huennekens

19 I, Joseph Skaf, declare as follows:

20 1. I am one of the named Plaintiffs in the case entitled *Skaf v. Circuit City*, Case No. BC
21 404195, originally filed in Los Angeles Superior Court. I have personal knowledge of the
22 matters herein and would and could testify thereto if called as a witness.

23 2. I was employed by Circuit City and held the position of Entertainment Sales Manager,
24 and Technology Sales Manager between approximately 2002 and 2007. My career with Circuit
25 City began at the Glendale store in California as a Sales Counselor in 1998. After about three
26 years, I was promoted to Entertainment Sales Manager. I worked as an Entertainment Sales
27 Manager for approximately one to two years, and then I became a Technology Sales Manager.
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2 In 2005, I was transferred to the Norwalk store in Norwalk, California where I also worked as a
3 Technology Sales Manager. In each of these positions, I routinely worked over 8 hours per day
4 and 40 hours per week, and my managers at Circuit City *expected* me to work these hours. In
5 fact, I was required to schedule myself for at least 50 hours each week; however, I estimate that I
6 worked at least 55 hours per week. Some weeks, I was required to work six days per week. If I
7 worked six days per week, then my hours would typically reach 70 hours for that week. Despite
8 the fact that I routinely worked over 8 hours per day and 40 hours per week, Circuit City never
9 paid me overtime wages for my overtime hours.

10 3. In addition, I rarely, if ever, received an uninterrupted, off-duty, thirty minute meal
11 period while employed by Circuit City, nor did Circuit City authorize and permit me to take
12 uninterrupted, off-duty ten minute rest periods. On some occasions, I would have the
13 opportunity to eat some food during the workday, which I would do in the sales managers' break
14 room at the store. Usually, however, I would get paged by staff members requesting assistance
15 and my lunch would be interrupted to tend to customer needs. My "lunch break" usually
16 consisted of swallowing a sandwich in five minutes and then getting back out on the sales floor
17 to help customers.

18 4. When I was first promoted to Entertainment Sales Manager, I attended a formal week-
19 long training program in Pomona, California. This was the only formal training I received while
20 employed at Circuit City. When I was transferred to the Norwalk, California, I neither received
21 nor required additional training to perform the duties and responsibilities of the Entertainment
22 Sales Manager. The duties and responsibilities of this position were substantially similar at both
23 stores, and each had the same overtime expectation, the same refusal to compensate for overtime
24 hours worked and the same denial of statutory meal and rest breaks.

25 5. Generally, the work I performed at an Entertainment Sales Manager and a Technology
26 Sales Manager was substantially similar to the work performed by the hourly sales associates.
27 As entertainment sales manager and technology sales manager, I would spent the majority of my
28 time walking the sales floor, helping customers, re-organizing the store according to corporate
plan-o-grams, and moving merchandise such as televisions, audio equipment, and appliances. In

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2 addition, I spent a substantial amount of time responding to customer questions and ringing up
3 customers on the cash register. Generally, the entertainment and technology sales manager was
4 responsible for doing whatever it took to keep the department operating smoothly and ensuring a
5 high level of customer service. My store managers (Erick Lina in Glendale and Misty Murphy
6 in Norwalk) would tell me that I was responsible for doing whatever it took to get the job done,
7 regardless of how many hours it took or what tasks I had to perform.


8 6. The reason I spent so much time performing the same types of work as hourly associates
9 was because the store had very few labor hours to work with. The corporate office never gave
10 my department enough hours for labor so I routinely had to spend the majority of my time doing
11 hourly work. Circuit City Corporate would hand down a certain number of hours on a weekly
12 basis to my department. I would make the schedule for the department by divvying up hours to
13 the hourly associates. However, it was corporate policy that the store remained at least 90
14 percent compliant to the labor allocation model. If I did not have enough hours, my store
15 managers told me I would have to fill in to make sure the work got done.

16 7. It is my understanding and belief that other Entertainment Sales Managers and
17 Technology Sales Managers worked in similar working conditions, worked overtime, did not
18 receive meal/rest breaks and were shorted their hard-earned wages. I believe this because I
19 worked alongside the other Entertainment and Technology Sales managers. In addition, we
20 attended meetings where our superiors would communicate Circuit City policies and procedures
21 which were to apply uniformly to each of the stores. Our job, as the department managers, was
22 to return to the store and implement the strategies which were communicated to us at the
23 meetings. A common theme that was communicated to us at these meetings was that it didn't
24 matter how many hours of overtime we had to work so long as the work was getting done.

25 8. Finally, another frustrating aspect of my experience at Circuit City was the way in which
26 Circuit City dealt with vacation days. Often, I would request vacation days well in advance, and
27 my manager would approve the request. However, as the date for my vacation approached, my
28 manager would tell me that I can no longer have the days off and that I needed to reschedule my
vacation. This would usually be due to a regional directive which would require my presence at
the store.

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2 I swear under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct. Executed this 2nd day of March, 2010 at MONTROSE,
4 California.

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Joseph Skaf

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15 **RICHMOND DIVISION**

16 In re:

17 Circuit City Stores, Inc., et al.,

18 Debtors.

Chapter 11

Case No. 08-35653 (KRH)

DECLARATION OF JACK
HERNANDEZ

Date: March 25, 2010

Time: 2:30 p.m. ET

Room: 5000

Hon. Kevin Huennekens

20 I, Jack Hernandez, declare as follows:

21 1. I am the named Plaintiff in the case entitled *Hernandez v. Circuit City*, Case No. 37-
22 2008-00082173-CU-OE-CTL, originally filed in San Diego Superior Court. I have personal
23 knowledge of the matters herein and would and could testify thereto if called as a witness.

24 2. I was employed by Circuit City and held the position of Sales Manager. I began my
25 employment with Circuit City in January of 2006 and worked there as a Sales Manager until
26 October of 2006. I began working at the National City store, but after only a few weeks I was
27 transferred to the Point Loma store. Then, a few months later in approximately May or June of
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2 2006, I was transferred back to the National City store. As a Store Manager, I routinely worked
3 over 8 hours per day and 40 hours per week, and my managers at Circuit City expected me to
4 work these hours. I was scheduled to work at least a 10 hour shift, but I often worked 12 hours
5 per day. Also, I worked at least 5 days per week but most of the time I would work 6 days per
6 week. I estimate that I worked anywhere from 50 to 70 hours per week as a Sales Manager at
7 Circuit City in California. Despite the fact that I routinely worked over 8 hours per day and 40
8 hours per week, Circuit City never paid me overtime wages for my overtime hours.

9 3. In addition, I rarely, if ever, received an uninterrupted, off-duty, thirty minute meal
10 period while employed by Circuit City. I would try to eat lunch during the work day; however,
11 my lunch would almost always get interrupted by someone at work who needed my assistance.
12 Circuit City provided me and the other sales managers with cell phones, which we were required
13 to keep on during the work day. If I was able to leave the store during my lunch, I would
14 routinely receive calls on my cell phone from someone at the store who needed my help. Rest
15 breaks, on the other hand, were nonexistent. The hourly employees were expected to take
16 breaks but as my position was salaried, I was not authorized or permitted to take rest breaks. In
17 fact, I would have to cover for the hourly employees while they were taking breaks. The result
18 was that I rarely, if ever, received meal and/or rest periods as required under California law.


19 4. When I started as a Sales Manager, I received a small amount of training to help me
20 become knowledgeable with Circuit City's integrated system. However, when I transferred back
21 and forth between the Point Loma and National City stores, I did not require any additional
22 training to perform the duties and responsibilities of the Sales Manager. The duties and
23 responsibilities of the position and the tasks I was expected to perform were substantially
24 identical with the same overtime expectation, the same refusal to compensate for overtime hours
25 worked and the same denial of statutory meal and rest breaks.

26 5. The majority of my work day at Circuit City was spent performing the same tasks as the
27 hourly sales associates. I really felt like the Sales Manager position was just a glorified sales
28 associate at Circuit City. I spent most of my time receiving trucks, unpacking boxes, pricing

1 merchandise, stocking shelves, helping customers, setting up merchandise for advertisement
2 prep, and moving product around on the sales floor. I had to spend my time on these tasks
3 because the stores were not properly staffed, which made my job really challenging. My
4 supervisor, Bobbie King, who was the Store Manager, often told me that I was required to do
5 whatever it took to get the job done. I also believe other Sales Managers had the same
6 experience I did because I spoke with other Sales Managers at the Point Loma and National City
7 stores. I also worked alongside other Sales Managers on occasion and we had the same duties
8 and responsibilities. Circuit City also had uniform policies and procedures which applied to all
9 Sales Manager, regardless of where we worked as Sales Managers.
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11 6. In addition to the hours I was putting in at the store, I was also expected to be on call at
12 all times if the store alarm went off during the night. At National City, I lived closer to the store
13 than any other managers, so if the alarm went off, the security guard would call me and I would
14 have to leave my house and travel to the store to shut off the alarm. I was never compensated
15 for the time I spent dealing with this issue.

16 I swear under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct. Executed this 12 day of March, 2010 at Chula Vista,
18 California.

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21 Jack Hernandez
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12 **RICHMOND DIVISION**

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14 Circuit City Stores, Inc., *et al.*,

15 Debtors.

Chapter 11

Case No. 08-35653 (KRH)

DECLARATION OF ROBERT GENTRY

Date: March 25, 2010

Time: 2:30 p.m. ET

Room: 5000

Hon. Kevin Huennekens

21 I, Robert Gentry, declare as follows:

22 1. I am the named Plaintiff in the case entitled *Gentry v. Circuit City*, Case No. BC280631,
23 originally filed in Los Angeles Superior Court. I have personal knowledge of the matters herein
24 and would and could testify thereto if called as a witness.

25 2. I was employed by Circuit City and held the position of Customer Service Manager. My
26 career with Circuit City began in 1987 as a part-time warehouse employee at the La Cienega
27 store in Los Angeles. In 1994 I was transferred to the Westwood store and by that time I had
28 been promoted to a full-time warehouse employee. In 1996 I was promoted to the position of

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2 Customer Service Manager ("CSM") and I began as a CSM at the Culver City store. In 1997, I
3 was transferred to the Lakewood Store where I continued to perform the duties of a CSM. In 97-
4 98, I was transferred back to La Cienega, but I stepped down and went back to a full-time hourly
5 warehouse employee. In 1998, I became a CSM again and went back to the Culver City store,
6 and then in 1999 I was transferred back to La Cienega as a CSM. In 2001, I quit my job because
7 Circuit City was eliminating the CSM position, and Circuit City offered me the option of taking
8 a demotion to a full time hourly position. As a Customer Service Manager, I routinely worked
9 over 8 hours per day and 40 hours per week, and my supervisors at Circuit City *expected* me to
10 work these hours. In fact, I was routinely scheduled to work at least 50 hours per week, and at
11 the Lakewood Store I was scheduled to work 12-hour shifts. I estimate that I worked at least 50
12 to 55 hours per week as a CSM at Circuit City. Despite the fact that I routinely worked over 8
13 hours per day and 40 hours per week, Circuit City never paid me overtime wages for my
14 overtime hours.

15 3. In addition, I rarely, if ever, received an uninterrupted, off-duty, thirty minute meal
16 period while employed by Circuit City, nor did Circuit City authorize and permit me to take
17 uninterrupted, off-duty rest breaks. The hourly employees were expected to take breaks but
18 those employees with my title were expected to do whatever the store required to operate it
19 smoothly. The nature of the work at Circuit City routinely prevented me from taking meal and
20 rest periods.

21 4. When I was first promoted to CSM, I attended a week long training program in Virginia,
22 which constituted the only formal training I received while employed at Circuit City. Although
23 Circuit City transferred me to many different stores throughout my tenure as a CSM, I never
24 received or required additional training to perform the duties and responsibilities of a CSM. The
25 duties and responsibilities of the CSM position were substantially the same in every store I
26 worked, including the same overtime expectation, the same refusal to compensate for overtime
27 hours worked and the same denial of statutory meal and rest breaks.
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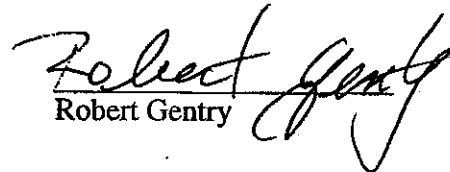
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2 5. Generally, the duties and responsibilities of the CSM position required a great deal of
3 physical labor and was hard work to perform when working such long shifts. The majority of
4 my time spent on warehouse and cashier functions. Warehouse functions included pulling the
5 merchandise from the back room, unloading trucks, carrying merchandise to cars for customers,
6 and stocking shelves. Much of the merchandise was very heavy, e.g. televisions, speakers, and
7 refrigerators. As a CSM, the position was also responsible for cashiering and customer service.
8 This meant that I spent a significant amount of time ringing up customers at the cash register and
9 helping customers on the sales floor.

10 6. The vast majority of my time was spent performing the same functions as hourly
11 employees. I believe that the job of the CSM required me to spend my time in this way because
12 Circuit City liked to run a skeleton crew. For example, when we were taking care of receiving in
13 the mornings, it would be myself and two other hourly employees. The truck would arrive at
14 7:00 a.m. and would often contain 700-800 pieces of merchandise, which would range anywhere
15 from a handheld electronic device to a refrigerator. I would unload the truck between 7 a.m. and
16 by 10 a.m., and we would be expected to have the truck unloaded by 10:00 a.m. At 10:00 a.m., I
17 was required to have a cashier at the front of the store because that was when the store opened
18 for business. Basically, I would go from unloading the truck to cashiering, to stocking
19 merchandise because I had to do whatever the store needed. The work had to get done and the
20 stores were only allocated a limited amount of labor hours. We had a scheduling system that
21 would forecast how many hours we were allotted per week. The system never gave enough
22 hours and the schedules were reviewed to make sure labor was kept in the required ratio. The
23 store was required to keep its schedule at least 90 percent compliant with the labor scheduling
24 system.

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26 7. It is my understanding and belief that other Customer Service Managers worked in
27 similar working conditions, worked overtime, did not receive meal/rest breaks and were shorted
28 their hard-earned wages. I believe this because I worked at numerous stores as a CSM and other

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2 CSMs were always performing the same tasks that I was performing. In addition, I had the
3 opportunity to speak with other CSMs on a regular basis. The work was not rocket science; we
4 all did whatever was necessary to keep customers satisfied, because that is what we were
5 expected to do.

6 I swear under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct. Executed this 10 day of March, 2010 at Los Angeles,
8 California.

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11 Robert Gentry
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14 **FOR THE EASTERN DISTRICT OF VIRGINIA**

15 **RICHMOND DIVISION**

16 In re:

Chapter 11

17 Circuit City Stores, Inc., *et al.*,

Case No. 08-35653 (KRH)

18 Debtors.

DECLARATION OF JONATHAN CARD

Date: March 25, 2010

Time: 2:30 p.m. ET

Room: 5000

Hon. Kevin Huennekens

19 I, Jonathan Card, declare as follows:

20 1. I am the named Plaintiff in the case entitled *Card v. Circuit City*, Case No. 37-2008-
21 00095260-CU-OE-CTL, which was originally filed in San Diego Superior Court. I have
22 personal knowledge of the matters herein and would and could testify thereto if called as a
23 witness.
24

25 2. I was employed by Circuit City and held the position of Assistant Store Manager. My
26 specific title was Assistant Manager One. I was employed by Circuit City as an Assistant
27 Manager at two different locations, Vista and Grossmont in California. As an Assistant
28 Manager, I routinely worked over 8 hours per day and 40 hours per week, and my supervisors at

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2 Circuit City expected me to work these hours. In fact, I was required to schedule myself for at
3 least 45 hours per week, but I was often scheduled for at least 50 hours per week. I estimate
4 that I worked between 50 and 60 hours per week. Despite the fact that I routinely worked over 8
5 hours per day and 40 hours per week, Circuit City never paid me overtime wages for my
6 overtime hours.

7 3. In addition, I rarely, if ever, received an uninterrupted, off-duty, thirty minute meal
8 period while employed by Circuit City, nor did Circuit City authorize and permit me to take
9 uninterrupted, off-duty ten minute rest periods. Other store employees were expected to take
10 breaks but those with my title were not provided or authorized and permitted to take breaks.
11 Further, Circuit City would have me cover the associates during their meal and rest breaks. The
12 result was that I rarely, if ever, received meal and/or rest periods as required under California
13 law.

14 4. When I was first promoted to Assistant Manager, I received some online training as well
15 as physical training in the store. When I was transferred from the Grossmount store to the Vista
16 store, I did not receive or require any additional training to perform the duties and
17 responsibilities of the Assistant Manager (One) position. The duties and responsibilities at each
18 of the stores for this position were substantially the same with the same overtime expectation,
19 the same refusal to compensate for overtime hours worked and the same denial of statutory meal
20 and rest breaks.

21 5. Generally, the work I performed at Circuit City was laborious and hard. The majority of
22 my day was spent on my feet on the sales floor mostly helping customers, loading televisions off
23 of trucks and onto the sales floor, stocking the shelves with merchandise and cleaning the store.
24 My immediate supervisors Bill Doehr – Store Director, and Eric Chapel – Operations Manager
25 knew the work load and work activities and would tell me that I had to do whatever needed to be
26 done to keep the store operating smoothly, and that it didn't matter if I had to perform the job of
27 a sales associate.
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2 6. An example of this is when the store would change the schematic or plan-o-gram
3 for an entire department. The store would not schedule additional hours to help with the extra
4 work that required me to move the products around on the floor. Therefore, I would be required
5 to work long hours without receiving overtime pay to do this work. Often, this would require
6 me to work two twelve-hour shifts in a row, but management did not care, I had to work until
7 the job was done.

8 7. It is my understanding and belief that other Assistant Store Managers worked in
9 similar working conditions. I believe this because Assistant Store Managers all attended the
10 same training and the same meetings wherein we learned about what was going on in other
11 stores and I had the opportunity to speak with other Assistant Managers regularly. The meetings
12 were usually held in Escondido, California and were led by my District Manager John Thrasher
13 and the District Operations Manager John Kimball. John Thrasher and John Kimball would tell
14 us which stores were having success and which stores were not. They would tell us what needs
15 to get done in the stores. They would communicate the same policies and procedures to each of
16 the stores, and we were all required to carry out their wishes at the store level. They often said
17 they didn't care if we had to pull ten or twelve hour shifts, we were expected to get the work
18 done.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct. Executed this 10 day of March, 2010 at Oceanside,
21 California.
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Jonathan Card